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LEXINGTON INSURANCE COMPANY  
subrogee of Celebrity Motors LLC,

Plaintiff,

v.

ODELL BECKHAM JR.

Defendant.

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SUPERIOR COURT OF NEW  
JERSEY LAW DIVISION: HUDSON  
COUNTY

DOCKET NO.: \_\_\_\_\_

⋮  
**COMPLAINT, JURY DEMAND,  
CERTIFICATIONS AND  
DESIGNATION OF TRIAL  
COUNSEL**

⋮  
CIVIL ACTION

⋮  
JURY TRIAL DEMANDED

**COMES NOW** Plaintiff, LEXINGTON INSURANCE COMPANY, by and through the undersigned counsel, and, as for its Complaint against Defendant, states, upon information and belief, the following:

**PARTIES**

1. LEXINGTON INSURANCE COMPANY (“Lexington”) is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 99 High Street, 23<sup>rd</sup> Floor, Boston, Massachusetts 02110.
2. Lexington is engaged in the business of insurance, and is a member company of American International Group, Inc. (AIG).

3. At all times relevant hereto, Lexington was the insurer of Celebrity Motors LLC (“Celebrity Motors”), a luxury auto dealership located at 130 Route 10, Whippany, NJ 07981.
4. Celebrity Motors owns and operates Celebrity of Springfield, a luxury auto dealership located at 391 Route 22 East, Springfield, NJ 07081.
5. Defendant Odell Beckham Jr. (“Beckham”) is an individual residing, or formerly residing, in Hudson County, NJ.
6. The events giving rise to the causes of action herein involve extensive damage to a 2017 BMW 650XG with VIN WBA6D6C53HG388267 (the “BMW”), which was owned by Celebrity Motors and loaned to Mr. Beckham. The BMW was damaged extensively while exiting the Lincoln Tunnel’s center lane on the Dyer Plaza Ramp.

#### **JURISDICTION AND VENUE**

7. Jurisdiction and venue are proper within the State of New Jersey, Hudson County, since Plaintiff Celebrity Motors resides within this State, since Plaintiff Lexington has been harmed within this State and County by virtue of this accident, since Defendant resides (or at all times relevant hereto resided) within this State and County, and since the amount being sought by Lexington exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

#### **FACTS**

8. Lexington issued an insurance policy in favor of Celebrity Motors, as named insured, (hereinafter the “Subject Insurance Policy”).
9. The Subject Insurance Policy provided coverage for loss of or damage to the BMW, along with other vehicles owned by Celebrity Motors and BMW of Springfield.

10. BMW of Springfield is a luxury car dealership owned and operated by Celebrity Motors.
11. Celebrity Motors and Beckham entered into an oral agreement by which Celebrity Motors would loan to Beckham the BMW at issue here.
12. Beckham was permitted to use and drive the BMW, with the understanding that it was merely a loan, that he would return the car upon request, and that he would be responsible for any loss of or damage to the BMW (hereinafter, the “Agreement”).
13. Pursuant to the Agreement, Mr. Beckham was required to return the BMW in the condition in which he received it.
14. Beckham, formerly of the New York Giants, is a professional football player now with the Cleveland Browns.
15. Beckham gave and entrusted the BMW to his friend, a one Blake Anderson of 579 Audubon Street, New Orleans, LA 70118.
16. On October 24, 2017, Mr. Anderson was driving the BMW through the Lincoln Tunnel into New York.
17. Upon exiting the tunnel, Mr. Anderson was traveling in the left lane and attempted abruptly and carelessly to cut across lanes onto the Dyer Park Ramp.
18. Upon doing so, Mr. Anderson struck a vehicle driven by Nina Kuhn of 320 Roebling Street, Brooklyn NY 11211.
19. The collision caused extensive damage to the BMW’s exterior, interior, and mechanical systems.
20. Celebrity Motors tendered the aforesaid damage to Lexington, and requested coverage therefor under the terms and conditions of the Subject Insurance Policy (hereinafter the “Subject Claim”).

21. Lexington accepted the Subject Claim, agreed to, and did, provide coverage for same, under the terms and conditions of the Subject Insurance Policy.
22. With respect to the Subject Claim, the remediation, repair, and/or replacement costs and expenses necessary to restore the BMW to its pre-loss condition totaled \$38,833.70.
23. On the Subject Claim, Lexington covered its insureds, Celebrity Motors, in the aforesaid amount, in accordance with the terms and conditions of the Subject Insurance Policy.
24. By virtue of its payment to its insureds in connection with the Subject Claim, Lexington is now subrogated, by law and by the terms of the Subject Insurance Policy, to Celebrity Motor's interests, and to any claims, demands, rights of recovery, or causes of action they may possess, against third parties.

**FIRST CAUSE OF ACTION: BREACH OF CONTRACT**

25. Plaintiff repeats, realleges, and incorporates herein all of the preceding paragraphs of this Complaint, with the same force and effect as if each were fully set forth herein.
26. Under the Agreement, Beckham was obligated to return the BMW in the same condition that it was in when first loaned to him, and was obligated to pay for any damages incurred while the BMW was in his care, custody, and control.
27. The BMW sustained extensive damage, while in Beckham's care, custody, and control.
28. Pursuant to the Agreement, Beckham is responsible for, and must be made to pay for, the damage to the BMW.
29. Beckham has to date failed and/or refused to pay for the damage to the BMW, and has thus breached the contract between the parties (i.e., the Agreement).
30. The damages herein set forth above were caused entirely by Mr. Beckham, through no fault of Lexington or Celebrity Motors.

31. As a direct result of the foregoing breaches, Lexington, as subrogee of Celebrity Motors, suffered damages in the amount of \$38,833.70 (i.e., the monies paid on the Subject Claim).

**SECOND CAUSE OF ACTION: BREACH OF BAILMENT CONTRACT**

32. Plaintiff repeats, realleges, and incorporates herein all of the preceding paragraphs of this Complaint, with the same force and effect as if each were fully set forth herein.

33. Celebrity Motors delivered the BMW to Mr. Beckham, for his sole benefit and use.

34. Celebrity Motors delivered and transferred possession of the BMW, with the understanding that the BMW would be safely operated and given back to them, on demand.

35. Mr. Beckham had full possession, custody and control of the BMW at all times relevant hereto.

36. The delivery of the BMW to Beckham, and his acceptance of same, constituted a bailment contract.

37. Under the terms of the bailment, Beckham owed to Celebrity Motors a duty of extraordinary care, and a duty, minimally, to account and pay for any damage done to it.

38. The BMW was badly damaged, while in Beckham's care, custody, and control, pursuant to the bailment agreement.

39. By his refusal to date to pay for the damage to the BMW, Beckham has breached the bailment contract, to Celebrity Motor's (and derivatively, to Lexington's) detriment and damage.

40. As a direct result of the foregoing breaches of Bailment, Lexington, as a subrogee of Celebrity Motors, suffered damages in the amount of \$38,833.70 (i.e., the amount paid on the Subject Claim).

**THIRD CAUSE OF ACTION: NEGLIGENT ENTRUSTMENT**

41. Plaintiff repeats, realleges, and incorporates herein all of the preceding paragraphs of this Complaint, with the same force and effect as if each were fully set forth herein.
42. Beckham owed a duty to Celebrity Motors to safeguard the BMW, to operate it safely and properly, and to take all steps necessary to ensure that it suffered no damage.
43. Beckham owed a duty to Celebrity Motors to ensure that the BMW was operated carefully and lawfully.
44. Beckham knew or should have known that his friend, Blake Anderson, was an unsafe driver, was irresponsible, with multiple prior traffic infractions and moving violations, had no experience driving a vehicle of this type, with this kind of power, and did not have the means to pay for any damage to it.
45. As a direct result of Beckham's negligent entrustment of the BMW to Blake Anderson, Lexington, as a subrogee of Celebrity Motors, suffered damages in the amount of \$38,833.70 (i.e., the amount paid on the Subject Claim).

**CONCLUSION**

In consequence of the foregoing, Plaintiff, LEXINGTON INSURANCE COMPANY, has been damaged in the principal amount of THIRTY-EIGHT THOUSAND EIGHT HUNDRED AND THIRTY-THREE DOLLARS AND SEVENTY CENTS (\$38,833.70), exclusive of interest, and has been further damaged by having been forced to incur herein the costs of suit, and attorney's fees.

**WHEREFORE,** Plaintiff Lexington prays for judgment against Defendant Odell Beckham Jr., as follows:

- a. For compensatory damages in the principal amount of \$38,833.70.

- b. For pre-judgment interest on such sum at the legal rate, accruing from the date of Plaintiff's payment on the Subject Claim.
- c. For costs of suit incurred herein; and
- d. For such other and further relief as the Court may deem just and proper.

**CERTIFICATION OF OTHER ACTIONS**

Pursuant to Rule 4:5-1, I hereby certify that the matter in controversy is not the subject of other pending actions.

**DESIGNATION OF TRIAL COUNSEL**

Paul N. Bowles III, Esq. is hereby designated as trial counsel on behalf of the Plaintiff for this matter.

**JURY DEMAND**

Plaintiff hereby demands a trial by Jury as to all issues raised herein.

Dated: October 11, 2019



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